Washburn on Real Property, in support of the view that the Statute of Limitations passes the title, and that successive disseisors cannot tack their times, will show that in many, if not most, of the cases the distinction between the older and more recent forms of the statute is overlooked, as well as the distinction between a disseisin, which will give a good defence as a bar to an action, and one which will pass a title upon which an action can be maintained.

SALE WITHOUT A CONTRACT. — (*From Prof. Keener's Lectures.*) — The case of *Mactier* v. *Frith*, 6 Wend. 103, Langdell's Cases on Contracts, 77, raises the question whether there can be a sale without a contract. If there can be, then the decision in that case is not in conflict with the decision in *McCulloch* v. *Eagle Ins. Co.*, 1 Pick. 278, Langdell's Cases on Contracts, 72.

It is usual to speak of a sale as an executed contract, but it is submitted that it is not necessarily so. The term *contract* implies an obligation to do or refrain from doing something, because of a promise or covenant made by the party alleged to have contracted.

Suppose that A's horse is in B's possession, and A writes to B: "Deliver to the Adams Express Company a package containing $500, properly addressed to me, and the horse is yours." At the moment B deposits the package, the horse becomes B's, the money A's.

Now, what obligation has either of the parties contracted or performed?

B, the offeree, was asked, not to make a promise, but do an act; and as he has simply complied with the terms of the offer, it can hardly be claimed that he has either contracted or performed an obligation. He has simply availed himself of the privilege conferred upon him by an offer.

What obligation has A contracted? If it be said, an obligation to sell the answer is that he was under no obligation until B did what the offer required to be done, and that the doing of the act by B could not precede the passing of the title, so as to create such obligation, as by the terms of the offer the title was to vest simultaneously with the deposit of the money. To say that A has contracted to sell is to say that you can have a contract in which there is not an interval of time between its creation and performance; which is performed without any act on your part, and which can never be broken.

It has been suggested that A contracts not to interfere with B's possession. To say this is to attribute to the parties that of which neither of them thought, viz., the possibility or probability of A's attempting to interfere with B in the enjoyment of his property and the necessity of guarding against it by a contract. A count in assumpsit framed on such a theory would indeed be a novelty.

If A should interfere with B's property he would commit a tort, and could be sued as a tortfeasor.

The transfer of title to personal property would seem to rest, not on contract, but on mutual consent. A can pass title to the horse to B without contracting, if he chooses to give him to B, and B can pass the title to A to $500 in the same way. Now, the difference between a gift and a sale of personal property is, that in the latter the title is transferred in exchange for money. And as B can give money to A, and A can give the horse to B, it would seem that the two can be exchanged without a contract.

The case of *Bussey* v. *Barnett*, 9 M. & W. 312, is an authority in favor of the position here taken. In *Bussey* v. *Barnett* the defendant was allowed, under a plea of never indebted, to prove payment, on the ground that the sale being for ready money, there was no promise to pay, but immediate payment. So in the case supposed there was not a promise to sell, but an immediate sale.

CORRESPONDENCE.

COLUMBIA LAW SCHOOL.

In speaking of the work of the Columbia Law School I shall attempt to describe, in a general way, the subject-matter taught there, and to say a few words of the manner in which it is taught.

The instruction given in the school is divided into prescribed and optional work. The prescribed work embraces lectures on municipal law, which includes contracts, real property, torts, evidence, equity jurisprudence, and pleading and practice. The optional work includes lectures on constitutional law, criminal law, and medical jurisprudence. To obtain a degree of LL.B. no optional work need be done. It is sufficient if the course on municipal law is taken. However, by taking a certain amount of optional work, the degree of LL.B. *cum laude* may be obtained, and graduates of colleges are also eligible to a degree of A.M., provided they do a certain portion of the work of the school of political science, of which the lectures on Roman law, constitutional law, and constitutional history form a part.

Two years of study at the law school are necessary for a degree. The first year is set apart for the study of the law of contracts and of real property. For the purpose of introducing the student to the law of contracts, such parts of "Blackstone's Commentaries" as relate to the consideration of law in general, the elementary laws of contract, and the definition and discussion of the nature of rights and wrongs, are first put before the student. All the rest of the first half-year is devoted to "Parsons on Contracts." The general law of contracts, together with the law relating to the subject-matter of contracts, including sales, agency, partnership, bills and notes, insurance and shipping, is thus considered. The last half-year is devoted to the law of real property; and the second book of "Blackstone's Commentaries," together with Washburn's "Treatise on Real Property," are the text-books used for this purpose. This ends the work of the first or junior year.

The second year opens with the study of torts. Addison's "Torts" is put before the student; after that comes Greenleaf's and Stephen's treatises on the law of evidence. Those men who purpose to practise in New York then take up the "New York Code of Civil Procedure," while those who intend to practise in other States study "Stephen's Pleading" and a short course on equity pleading. The year winds up with Bispham's "Equity Jurisprudence" and a general review of the work of the two years.